

PERM 44e (8/01)

SURETY BOND (PERFORMANCE)
(INSURANCE AND INDEMNITY COMPANY NAME)

BOND NO. _____ AMOUNT _____

KNOWN ALL BY THESE PRESENTS, That we, _____ (PRINCIPAL'S NAME)
 having its principle place of business at _____, as Principal, and
 _____ (INSURANCE AND INDEMNITY COMPANY), as Surety, having an
 office and usual place of business at _____ are held and firmly bound
 unto the DEPARTMENT OF TRANSPORTATION OF THE STATE OF NEW YORK, in the full and just sum of
 _____ Dollars (\$ _____) to the payment of which, well and truly to be made,
 we bind ourselves, our heirs, executors, administrators, successors and assigns, to jointly and severally, firmly by these presents.

WHEREAS, said Principal will submit and has submitted plans and specifications for work, within a State highway, deemed necessary
 by the Commissioner of Transportation, or his duly authorized delegate, and

WHEREAS, said Principal has received and will apply from time to time for permits for the purpose of constructing or maintaining drive
 entrances, sewer lines, water mains, gas mains, utility lines and poles, street intersections, curb, sidewalk, drainage and excavating for
 miscellaneous structures, etc., on or within the right of way of highways under the jurisdiction of the State of New York, Department of
 Transportation,

WHEREAS, this obligation is for the purpose of insuring and guaranteeing the timely and workmanlike completion of such work as
 reasonably determined by the Commissioner of Transportation or his duly authorized delegate,

IT IS AGREED and understood among the parties hereto that upon the reasonable determination that such work is not being timely
 performed or is not being or has not been performed in a workmanlike manner by said Principal, the Commissioner of Transportation or
 his duly authorized delegate may require said Surety to promptly complete said work in a timely and workmanlike manner, or the
 Commissioner of Transportation or his duly authorized delegate may direct completion of said work with forces chosen by the
 Commissioner, the costs of which work will be reimbursed by said Surety up the amount designated above, all of which determinations
 shall be within the sole and exclusive discretion of the Commissioner of Transportation or his duly authorized delegate.

IT IS FURTHER AGREED that said Principal and said Surety shall indemnify and save harmless the State of New York, Department of
 Transportation, from all liability, damages and expenses of every kind and nature, resulting directly or indirectly to persons or property
 and arising from and in consequence of any license or permit, and shall well, truly and faithfully perform the duties and privileges
 pertaining to any license or permit and shall restore such State highways to their original conditions.

IT IS FURTHER AGREED that said Principal and said Surety shall further indemnify, save harmless and pay the New York State
 Department of Transportation, any damages, loss, charges or expenses which shall, in any way, be sustained or incurred by it in relation
 to or in connection with any and all such claims, actions, suits or proceedings at law or in equity.

IN TESTIMONY WHEREOF, said Principal has hereunto set his hand and seal and said Surety has caused this instrument of writing to
 be executed. SIGNED, sealed and dated this _____ Day of _____ Year _____.

This Bond takes effect _____ and shall remain in full force until the work is satisfactorily completed and accepted.

PRINCIPAL

(NOTE: If DBA also provide Name of Legal Entity and Copy of
 "Certificate of Conducting Business under an assumed Name"
 that was filed in County Clerk's Office, e.g. John Jones dba
 Jones Trucking)

BY: _____

 (Company Seal)

Address: _____

Telephone No.: _____

SURETY

BY: _____
 Attorney-in-Fact

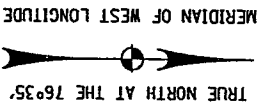
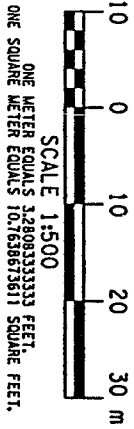
 (Company Seal)

Address: _____

Telephone No.: _____

Note: Attach Power of Attorney, Financial Statement and
 acknowledgment by representative of the Surety showing his
 powers to execute such instrument.

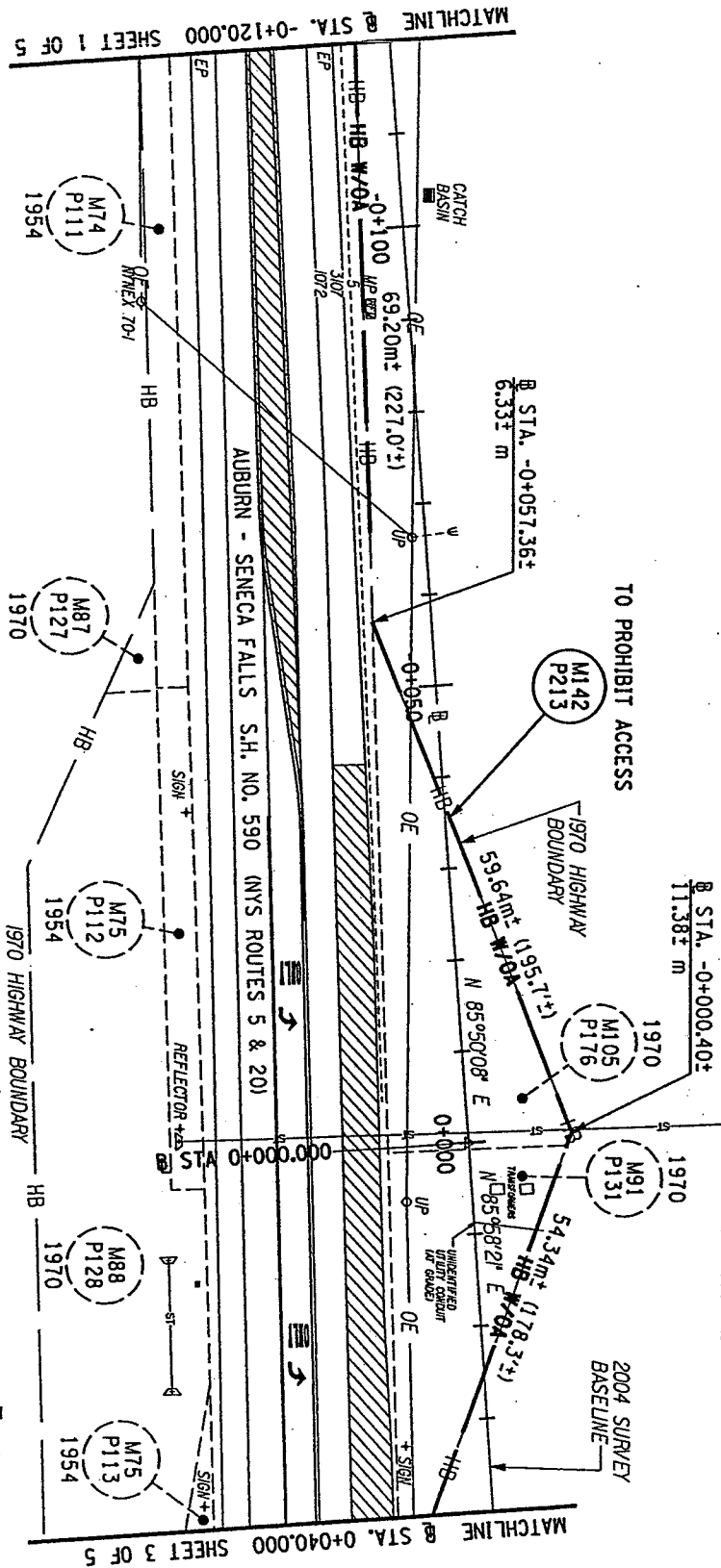
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MAP NO. 142
PARCEL NOS.
212, 213, 214 AND 215
SHEET 2 OF 5 SHEETS

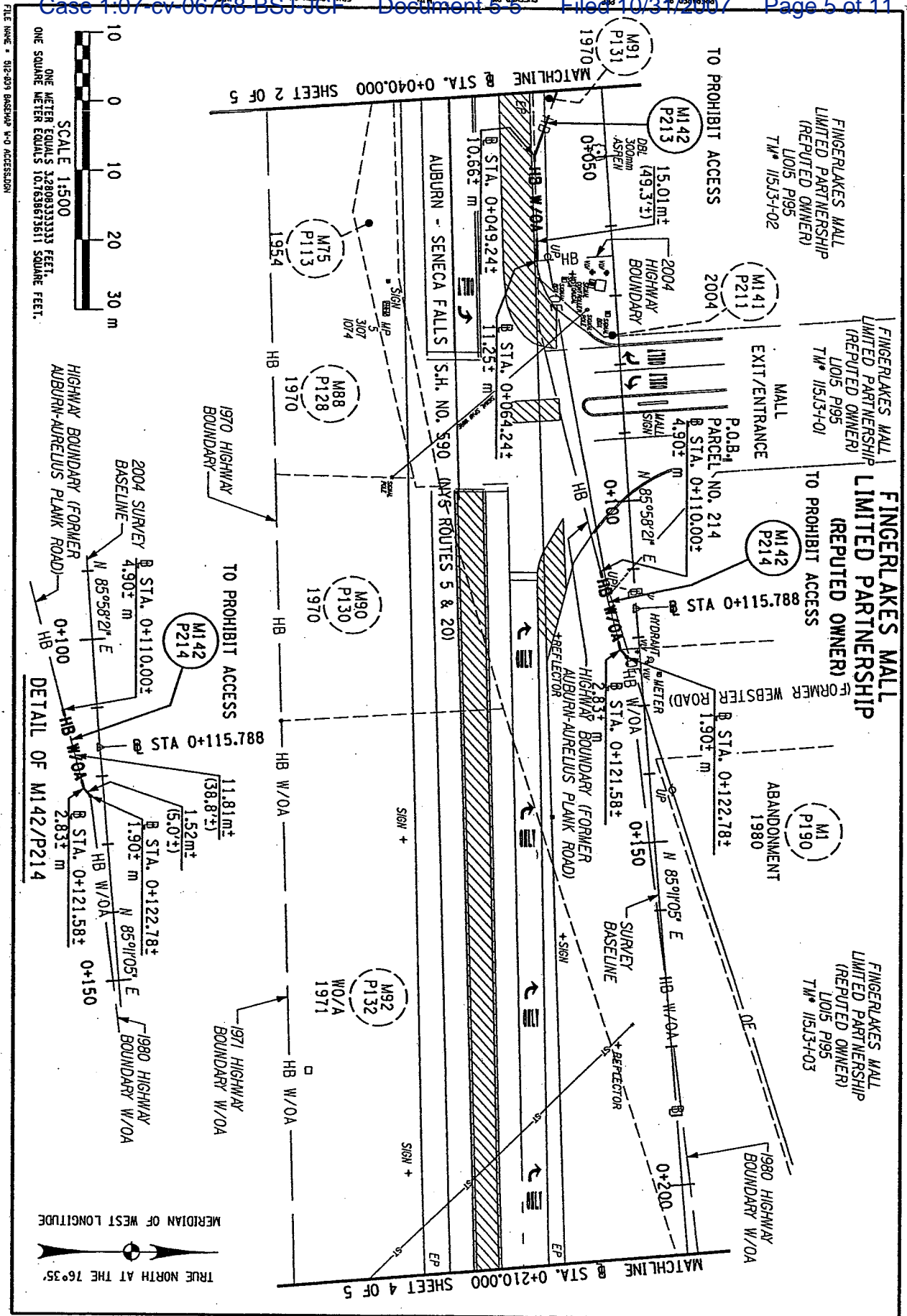
NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP
PIN A9998870140

AUBURN-SENECA FALLS
STATE HIGHWAY NO. 590



FINGERLAKES MALL
LIMITED PARTNERSHIP
(REPUTED OWNER)

FINGERLAKES MALL
LIMITED PARTNERSHIP
(REPUTED OWNER)
L005 P195
TWP 11S-13-E-02



NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP
PIN A9998870140
MAP NO. 142
PARCEL NOS. 212, 213, 214 AND 215
SHEET 3 OF 5 SHEETS

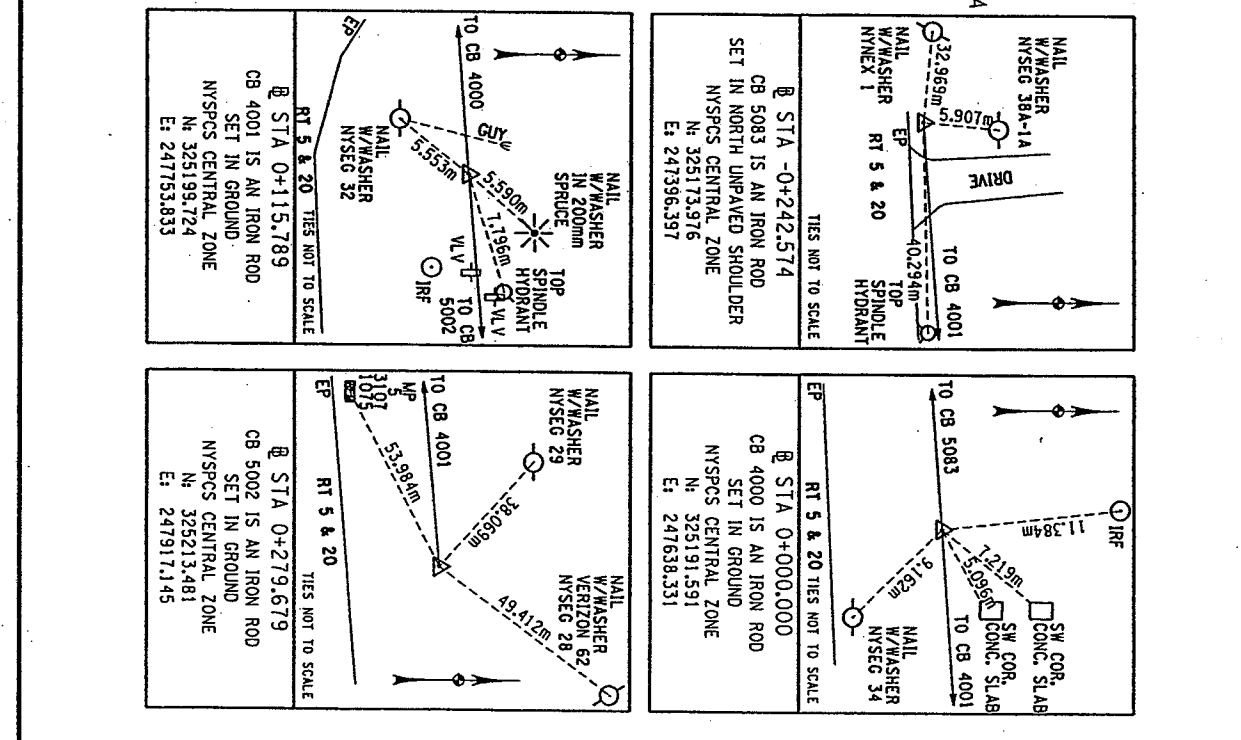
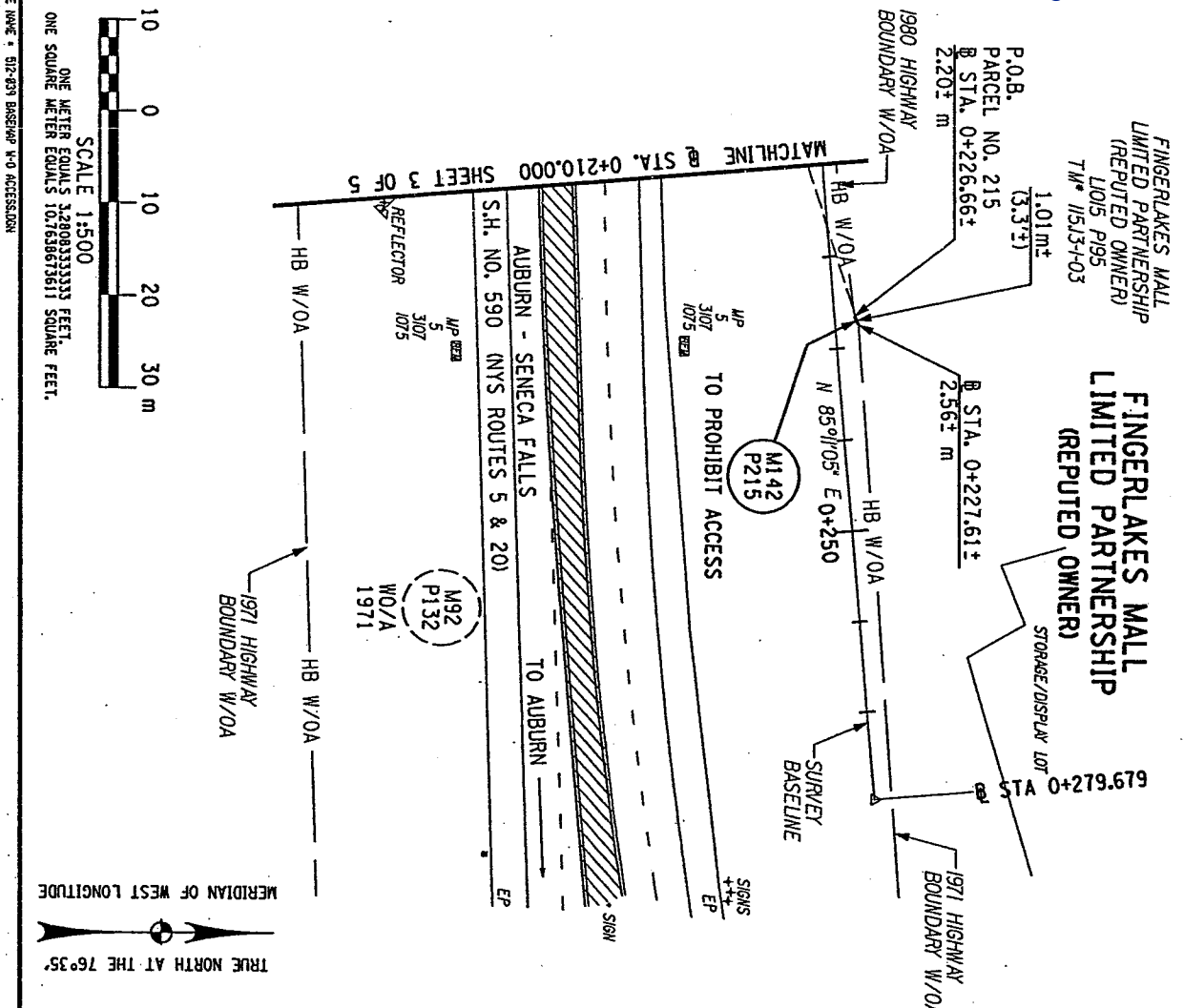


EXHIBIT "G"

Tenant Estoppel Certificate

[THIS FORM IS SUBJECT TO APPROVAL OF BUYER'S LENDER]

_____, 2006

Addressed to Fingerlakes Mall, LLC, Fingerlakes Acquisition, LLC and Lender (as defined below)

Re: Lease from _____, dated _____, as amended
_____ ("Lease") for Suite _____, located at
Fingerlakes Mall, Aurelius, New York (the Property)

To Whom it May Concern:

The undersigned is the holder of the tenant's interest under the Lease demising a portion of the Property (the "**Leased Premises**"). We understand that Fingerlakes Mall, LLC ("**Seller**") intends to transfer the Property to Fingerlakes Mall Acquisition, LLC ("**Buyer**"), and that Buyer's lender ("**Lender**") may be the holder of a first mortgage on the Property, and that Seller, Buyer and Lender require this certification from us.

Accordingly, we hereby certify to Seller, Buyer and Lender as follows:

1 The Lease is in full force and effect and has not been modified, amended or supplemented in any way other than those amendments shown above, except as follows (Insert dates of all modifications, amendments, or supplements, even if attached; if none, write "None"):

2 There are no other representations, warranties, agreements, concessions, commitments, or other understandings between the undersigned and the Landlord regarding the Property other than as set forth in the Lease or paragraph 1 above.

3 The landlord under the Lease has completed and delivered, and the undersigned has accepted, the Leased Premises in the condition required by the Lease. The Leased Premises consists of approximately _____ square feet. The undersigned has taken possession of and is occupying the Leased Premises on a rent-paying basis and the monthly base rent payable thereunder is \$ _____, payable in advance. All improvements and work required under the Lease to be made by the landlord thereunder and all facilities required under the Lease to be furnished to the Leased Premises have been completed to the satisfaction of the undersigned, except as follows (Insert description of any improvements and work to be completed by the landlord under the Lease; if none, write "None"): _____.

4 The current expiration date of the Lease, excluding any unexercised renewals and extensions, is _____. The undersigned has neither any option or right to purchase the Property or any portion thereof or any right or option to terminate the Lease or any of its obligations thereunder in advance of the scheduled termination date of the Lease as noted above, except as

follows (Insert description of any purchase rights or options, and/or any early termination rights; if none, write "None"): _____.

5. All rents, additional rents and other sums due and payable under the Lease have been paid in full through _____, 200__, and no rents, additional rents or other sums payable under the Lease have been paid for more than one (1) month in advance of the due dates thereof.

6. The Seller is not in default under any of the requirements, provisions, terms, conditions or covenants of the Lease to be performed or complied with by the landlord under the Lease, the obligation to pay rent and additional rent is not subject to offset, and no event has occurred or situation exists which would, with the passage of time and/or the giving of notice, constitute a default or an event of default by the landlord under the Lease.

7. The undersigned is not in default under any of the requirements, provisions, terms, conditions, or covenants of the Lease to be performed or complied with by the undersigned, and no event has occurred or situation exists which would, with the passage of time and/or the giving of notice, constitute a default or an event of default by the undersigned under the Lease.

8. The undersigned has received no notice from any governmental authority or other person or party claiming a violation of, or requiring compliance with, any Federal, State or local statute, ordinance, rule, regulation or other requirement of law, for environmental contamination at the Leased Premises; and, to the best knowledge of the undersigned, no hazardous, toxic or polluting substances or wastes have been generated, treated, manufactured, stored, refined, used, handled, transported, released, spilled, disposed of or deposited by Tenant on, in or under the Leased Premises.

9. The undersigned has paid to the landlord under the Lease a security deposit of \$_____ (if none, insert "None").

10. This Estoppel Certificate may be relied on by Seller, Buyer and Lender.

Very truly yours,

By: _____
Name:

EXHIBIT "H"

ASSIGNMENT AND ASSUMPTION OF LEASES AND SECURITY DEPOSITS

KNOW ALL MEN BY THESE PRESENTS, that

[_____] (hereinafter referred to as "Assignor"), in consideration of Ten (\$10.00) Dollars and other good and valuable consideration to it in hand paid by

_____ (hereinafter referred to as "Assignee") does hereby assign unto Assignee, its heirs, administrators, executors, successors and assigns, all of Assignor's right, title and interest in and to all leases, tenancies and security deposits as set forth on Schedule "A" annexed hereto and made a part hereof, pertaining to the shopping center located [_____] (the "Premises").

TO HAVE AND TO HOLD the same unto the said Assignee, its heirs, administrators, executors, successors and assigns, subject to the covenants, conditions and provisions therein contained.

Assignee hereby assumes and agrees to perform all of the obligations with respect to such leases, tenancies and security deposits arising on or subsequent to the date hereof. Assignee further agrees to indemnify Assignor and hold Assignor harmless with respect to any expense, liability, court costs and reasonable attorney's fees (including, without limitation those incurred to enforce this indemnity), which Assignor may incur as a result of a breach or default by Assignee of its covenants herein.

Assignor agrees to indemnify and hold Assignee harmless from and against any and all loss, cost or damage including reasonable attorney's fees (including, without limitation those incurred to enforce this indemnity), that may be incurred by Assignee by reason of Assignor's failure to comply

with the terms of the leases during the Assignor's period of ownership of the Premises except to the extent that any such failure has been waived by such tenant's estoppel or other documentation.

IN WITNESS WHEREOF, the Assignor and Assignee have hereunto set their hands and seals as of the ____ day of _____, 2006.

WITNESS:

_____ By: _____

WITNESS:

_____ By: _____

WITNESS: